

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
WESTERN DIVISION

JOSE TREVINO, on behalf of himself)
and All Other similarly situated persons,)
known And Unknown,)
)
)
) No. 1:12-cv-24
Plaintiff,)
)
) Judge Frederick J. Kapala
v.)
)
) Magistrate Judge P. Michael Mahoney
RENAISSANCE ROOFING, INC., and)
BRECKENRIDGE ENTERPRISES, INC.)
d/b/a AMS STAFF LEASING,)
)
)
Defendants.)

**BRECKENRIDGE ENTERPRISES, INC.'S MOTION FOR ENTRY OF AGREED
JUDGMENT AGAINST RENAISSANCE ROOFING, INC.**

TO THE HONORABLE UNITED STATES DISTRICT JUDGE:

Cross-Plaintiff Breckenridge Enterprises, Inc. d/b/a AMS Staff Leasing (“Breckenridge”) files this Motion for Entry of Agreed Judgment against Renaissance Roofing, Inc. the amount of \$47,000.00. In support of its motion, Breckenridge shows the Court as follows:

The Lawsuit and the Parties Cross-Claims

On April 5, 2012, Plaintiff filed a Second Amended Complaint at Law, Texas, seeking damages from Breckenridge Enterprises, Inc. On or around April 27, 2012, Breckenridge Enterprises, Inc. filed a cross-claim against Renaissance Enterprises, Inc., for breach of contract and indemnification. On February 25, 2013, Breckenridge Enterprises and Renaissance Roofing (the “Parties”) have resolved all matters in dispute. On March 28, 2013, Breckenridge and Renaissance filed a Stipulation to Dismiss Cross-

Claims [Doc. 81]. For the purposes of implementing and enforcing the terms of the Parties' settlement agreement, Breckenridge moves this Honorable Court to enter an Agreed Judgment in favor of Breckenridge Enterprises d/b/a/ AMS Staff Leasing and against Renaissance Roofing, Inc. in the amount of \$47,000.00. The Agreed Judgment is attached hereto as **Exhibit A**.

IV. PRAYER

WHEREFORE, pursuant to the agreement of the Parties, Breckenridge Enterprises d/b/a/ AMS Staff Leasing and Renaissance Roofing, Inc. hereby request that the Court enter the Agreed Judgment in favor of Breckenridge Enterprises, Inc. and against Renaissance Roofing in the amount of \$47,000.00 with each party bearing their own attorneys' fees and costs, and grant such further relief, general and special, at law and in equity, to which the parties may show themselves to be justly entitled.

Dated: April 1, 2013

Respectfully submitted,

By: /s/ Jacqueline Montejano
Jacqueline Montejano

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**COUNSEL FOR DEFENDANT
BRECKENRIDGE ENTERPRISES, INC.**

CERTIFICATE OF SERVICE

I hereby certify that on the 1st day of April 2013, I forwarded this document to the following counsel in accordance with the Federal Rules of Civil Procedure.

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By: /s/ Jacqueline Montejano
William E. Reid

EXHIBIT “A”

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
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JOSE TREVINO, on behalf of himself and)
All Other similarly situated persons, known)
And Unknown,)
Plaintiff,) No. 1:12-cv-24
v.) Judge Frederick J. Kapala
RENAISSANCE ROOFING, INC., and)
BRECKENRIDGE ENTERPRISES, INC.)
d/b/a AMS STAFF LEASING,)
Defendants.) Magistrate Judge P. Michael Mahoney

AGREED FINAL JUDGMENT

On this day Cross-Plaintiff Breckenridge Enterprises, Inc. d/b/a AMS Staff Leasing ("Breckenridge"), and Cross-Defendant Renaissance Roofing, Inc. advised the Court, through their attorneys of record, that the parties have resolved all matters in dispute between them and request the Court enter this Agreed Final Judgment in favor of Breckenridge Enterprises and against Renaissance Roofing, Inc. in the amount of FORTY-SEVEN THOUSAND and 00/100 DOLLARS (\$47,000.00). Based upon the representations and the request of the parties, the Court finds that entry of this Agreed Judgment is proper. **IT IS THEREFORE,**

ORDERED, ADJUDGED AND DECREED that Cross-Plaintiffs Breckenridge Enterprises, Inc. shall have judgment of and against Cross-Defendant Renaissance Roofing, Inc. in the amount of FORTY-SEVEN THOUSAND and 00/100 DOLLARS (\$47,000.00).

IT IS FURTHER ORDERED, that post-judgment interest on such total sum shall accrue at the rate of Five Percent (5%) per annum from the date of this final judgment until paid.

IT IS FURTHER ORDERED that all cross-claims asserted by Renaissance Roofing, Inc. against Plaintiff Breckenridge Enterprises, Inc. shall be dismissed with prejudice.

IT IS FURTHER ORDERED that all costs of Court are taxed against the party incurring same.

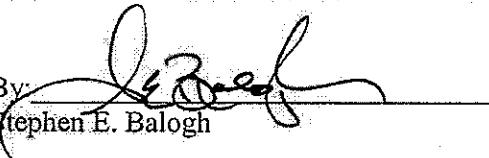
IT IS FURTHER ORDERED that all relief not expressly granted herein is DENIED.

IT IS SO ORDERED.

SIGNED this _____ day of _____, 2013.

UNITED STATES JUDGE

APPROVED AS TO FORM AND SUBSTANCE:

By: 
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